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OGC Has Reviewed

Date:

Mr. _____

Dear Mr. _____:

The United States Government, as represented by the Contracting Officer, hereby contracts with you for the submission of certain information and related services of a confidential nature under the following terms and conditions:

1. Compensation. In full consideration for the submission of such information and services, you will be paid an amount calculated at the rate of \$7000 per annum. In addition, you will be paid a post differential equal to that prescribed in the Standardized Regulations (Government Civilians, Foreign Areas). Compensation payable hereunder will initially be paid you directly by the Government in a manner designated by you in writing which is acceptable to it. At a subsequent date, said compensation or a portion thereof may be paid you through your cover facility. While it is recognized that you are an independent contractor, the Government at your request and in view of security considerations involved agrees to withhold from the monthly taxable income due you under this contract amounts equivalent to the United States income tax withholding schedule based upon _____ present exemptions. Sums so withheld will be paid over to the Internal Revenue Service. You acknowledge that this is an accommodation on the part of the Government and does not relieve you from fulfilling your obligations under existing Federal income tax laws and regulations. You will be instructed as to the method to be followed in making timely filing of returns, estimates and payments in order to preserve security.

2. Quarter's Allowance. Effective upon your arrival at your permanent post of duty overseas, you will be entitled to a quarter's allowance (equivalent to that granted a GS-11 Government employee stationed at the same permanent post of duty). This allowance will be at the maximum rates prescribed in the Standardized Regulations (Government Civilians, Foreign Areas). No accounting for this allowance will be required by the Government. You may be provided quarters by your cover facility or the Government, and in such event you will not be entitled to the quarter's allowance herein indicated.

3. Travel. (a) You will be advanced or reimbursed funds for travel and transportation expenses for your self and your dependents from your current residence to Washington, D. C. where you will be stationed on a temporary duty basis prior to your departure overseas. You will be entitled to per diem for yourself and dependents in lieu of subsistence in the course of such travel and for yourself alone, while temporarily stationed in Washington, D. C. All travel, transportation and per diem provided for under this subparagraph must be properly authorized, and expenses incurred hereunder are subject to payment and accounting in compliance with Government regulations.

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*Sample Contract against
Contract in use
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(b) You will be advanced or reimbursed funds for travel and transportation expenses for yourself, your dependents and your household effects to and from your permanent post of duty overseas. In the event that no quasi-personal vehicle is provided by the Government or your cover facility for use overseas, you will also be advanced or reimbursed funds for the transportation of your personal automobile to and from your overseas post of duty. In addition, you will be advanced or reimbursed funds for any authorized travel within your operational area for yourself alone. You will be entitled to per diem in lieu of subsistence in the course of such travel. Also, in the event you are authorized to transport your personal automobile overseas, you will be entitled to reimbursement for its authorized official use in accordance with standard Government rates. All travel, transportation and per diem provided for under this sub-paragraph must be properly authorized, and expenses incurred hereunder are subject to payment and accounting in compliance with Government regulations or according to the established policies of your cover facility, whichever is directed by the Government.

3. Operational Expenses. You will be advanced or reimbursed funds for necessary operational expenses including, but not limited to, entertainment and the purchase of information, as specifically approved by the Government. Such funds will be subject to accounting in substantial compliance with Government regulations.

4. Repayment. It is recognized that your failure to account for or refund any monies advanced you hereunder shall entitle the Government to withhold the total amount of such indebtedness or any portion thereof from any monies due you under the terms of this contract in such manner as it deems appropriate.

5. Cover. It is anticipated that you will undertake certain cover employment in the course of your performance under this agreement. It is expressly understood and agreed that any and all documents which you may execute in the course of such cover employment are subordinate to this agreement and any contradiction in terms which may in any way amplify, extend or restrict your rights and/or obligations hereunder shall be resolved by this agreement which shall always be dominant.

6. Offset. If you should receive any sums or substantially similar benefits or allowances required under the terms of this contract from your cover facility, such sums or similar benefits or allowances will be used to offset those due under this contract by the Government. Sums, similar benefits or allowances thus received through your cover facility are acknowledged and agreed to be payment by the Government within the provisions of this contract. You will report all sums or substantially similar benefits received from your cover facility at least every three (3) months during the term of this contract. It is agreed and understood that any sums or substantially similar benefits or allowances received from your cover facility in excess of the aggregate provided for under this contract will be promptly refunded to the Government.

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7. Execution of Documents. If, in the performance of services under this contract, you assume the custody of Government funds or take title of record to property of any nature whatsoever and wherever situate, which property has in fact been purchased with monies of the U. S. Government, you hereby recognize and acknowledge the existence of a trust relationship, either express or constructive, and you agree to execute whatever documents may be required by the Government to evidence this relationship.

8. Status. You are not an employee of the United States Government under this agreement and are not entitled to any benefits normally incident to an employee status.

9. Secrecy. You will be required to keep forever secret this contract and all information which you may obtain by reason hereof (unless released in writing by the Government from such obligation), with full knowledge that violation of such secrecy may subject you to criminal prosecution under the Espionage Laws, dated 25 June 1948, as amended, and other applicable laws and regulations.

10. Instructions. Instructions received by you from the Government in briefing, training or otherwise are a part of this contract and are incorporated herein, provided that such instructions are not inconsistent with the terms hereof.

11. Unauthorized Commitments. No promises or commitments pertaining to rights, privileges or benefits other than those expressly stipulated in writing in this agreement or any amendment thereto shall be binding on the Government.

12. Term. This contract is effective as of _____, and shall continue thereafter for a period of two (2) years unless sooner terminated by the Government either:

- (a) By thirty (30) days' actual notice to you from the Government, or
- (b) Without prior notice, in the event of a breach of this contract by your violation of the security provisions hereof or by your otherwise rendering yourself unavailable for acceptable service.

Subject to the availability of appropriations, this agreement may be renewed for successive periods of one year each upon notice from the Government accepted by you. In the event of voluntary termination on your part or termination for cause by the Government prior to expiration of this agreement or

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any renewal thereof, you will not be entitled to return travel expenses to the United States. Termination of this agreement will not release you from the obligations of any security oath you may be required to take.

UNITED STATES OF AMERICA

BY _____
Contracting Officer

ACCEPTED:

WITNESS: _____

APPROVED:

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